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SCHOOLSFIRST FEDERAL CREDIT UNION

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

MICHAEL ZARATE,

Plaintiff,

vs.

GOLDMAN SACHS GROUP, INC.;
DISCOVER BANK; AND
SCHOOLSFIRST FEDERAL CREDIT
UNION,

Defendants.

Case No. 2:25-cv-00379-FLA-JC
Hon. Fernando L. Aenlle-Rocha

STIPULATED PROTECTIVE ORDER

[CHANGES MADE BY COURT TO
PARAGRAPHS IVA, IVB, IXB, XC]

Complaint filed: January 15, 2025

1 **I. PURPOSES AND LIMITATIONS**

2 A. Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public disclosure and
4 from use for any purpose other than prosecuting this litigation may be warranted.
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
6 Stipulated Protective Order. The parties acknowledge that this Order does not confer
7 blanket protections on all disclosures or responses to discovery and that the protection it
8 affords from public disclosure and use extends only to the limited information or items that
9 are entitled to confidential treatment under the applicable legal principles. The parties
10 further acknowledge, as set forth in Section XIII(C), below, that this Stipulated Protective
11 Order does not entitle them to file confidential information under seal; Civil Local Rule
12 79-5 sets forth the procedures that must be followed and the standards that will be applied
when a party seeks permission from the Court to file material under seal.

13 **II. GOOD CAUSE STATEMENT**

14 This action is likely to involve confidential contractual agreements, confidential
15 internal policies and procedures, personally identifiable financial information, and other
16 valuable research, development, commercial, financial, technical and/or proprietary
17 information for which special protection from public disclosure and from use for any
18 purpose other than prosecution of this action is warranted. Such confidential and
19 proprietary materials and information consist of, among other things, confidential business
20 or financial information, information regarding confidential business practices and
21 policies, or other confidential research, development, or commercial information
22 (including information implicating privacy rights of third parties), information otherwise
23 generally unavailable to the public, or which may be privileged or otherwise protected from
24 disclosure under state or federal statutes, court rules, case decisions, or common law.
25 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
disputes over confidentiality of discovery materials, to adequately protect information the

1 parties are entitled to keep confidential, to ensure that the parties are permitted reasonable
2 necessary uses of such material in preparation for and in the conduct of trial, to address
3 their handling at the end of the litigation, and serve the ends of justice, a protective order
4 for such information is justified in this matter. It is the intent of the parties that information
5 will not be designated as confidential for tactical reasons and that nothing be so designated
6 without a good faith belief that it has been maintained in a confidential, non-public manner,
7 and there is good cause why it should not be part of the public record of this case.

8 **III. DEFINITIONS**

9 A. Action: This pending federal lawsuit.

10 B. Challenging Party: A Party or Non-Party that challenges the designation of
11 information or items under this Order.

12 C. “CONFIDENTIAL” Information or Items: Information (regardless of how it
13 is generated, stored or maintained) or tangible things that qualify for protection under
14 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

15 D. Counsel: Outside Counsel of Record and House Counsel (as well as their
16 support staff).

17 E. Designating Party: A Party or Non-Party that designates information or items
18 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

19 F. Disclosure or Discovery Material: All items or information, regardless of the
20 medium or manner in which it is generated, stored, or maintained (including, among other
21 things, testimony, transcripts, and tangible things), that are produced or generated in
22 disclosures or responses to discovery in this matter.

23 G. Expert: A person with specialized knowledge or experience in a matter
24 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
25 expert witness or as a consultant in this Action.

H. House Counsel: Attorneys who are employees of a party to this Action.
House Counsel does not include Outside Counsel of Record or any other outside counsel.

1 I. Non-Party: Any natural person, partnership, corporation, association, or other
2 legal entity not named as a Party to this action.

3 J. Outside Counsel of Record: Attorneys who are not employees of a party to
4 this Action but are retained to represent or advise a party to this Action and have appeared
5 in this Action on behalf of that party or are affiliated with a law firm which has appeared
6 on behalf of that party, and includes support staff.

7 K. Party: Any party to this Action, including all of its officers, directors,
8 employees, consultants, retained experts, and Outside Counsel of Record (and their support
9 staffs).

10 L. Producing Party: A Party or Non-Party that produces Disclosure or Discovery
11 Material in this Action.

12 M. Professional Vendors: Persons or entities that provide litigation support
13 services (e.g., photocopying, videotaping, translating, preparing exhibits or
14 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
15 their employees and subcontractors.

16 N. Protected Material: Any Disclosure or Discovery Material that is designated
17 as “CONFIDENTIAL.”

18 O. Receiving Party: A Party that receives Disclosure or Discovery Material from
19 a Producing Party.

20 **IV. SCOPE**

21 A. The protections conferred by this Stipulation and Order cover not only
22 Protected Material (as defined above), but also (1) any information copied or extracted
23 from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
24 Material; and (3) any testimony, conversations, or presentations by Parties or their
25 Counsel that might reveal Protected Material other than during a court hearing or at trial.

B. Any use of Protected Material during a court hearing or at trial shall be
governed by the orders of the presiding judge. This Order does not govern the use of
Protected Material during a court hearing or at trial.

1 **V. DURATION**

2 A. Even after final disposition of this litigation, the confidentiality obligations
3 imposed by this Order shall remain in effect until a Designating Party agrees otherwise in
4 writing or a court order otherwise directs. Final disposition shall be deemed to be the later
5 of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and
6 (2) final judgment herein after the completion and exhaustion of all appeals, rehearings,
7 remands, trials, or reviews of this Action, including the time limits for filing any motions
8 or applications for extension of time pursuant to applicable law.

8 **VI. DESIGNATING PROTECTED MATERIAL**

9 A. Exercise of Restraint and Care in Designating Material for Protection

10 1. Each Party or Non-Party that designates information or items for
11 protection under this Order must take care to limit any such designation to specific material
12 that qualifies under the appropriate standards. The Designating Party must designate for
13 protection only those parts of material, documents, items, or oral or written
14 communications that qualify so that other portions of the material, documents, items, or
15 communications for which protection is not warranted are not swept unjustifiably within
16 the ambit of this Order.

17 2. Mass, indiscriminate, or routinized designations are prohibited.
18 Designations that are shown to be clearly unjustified or that have been made for an
19 improper purpose (e.g., to unnecessarily encumber the case development process or to
20 impose unnecessary expenses and burdens on other parties) may expose the Designating
21 Party to sanctions.

22 3. If it comes to a Designating Party's attention that information or items
23 that it designated for protection do not qualify for protection, that Designating Party must
24 promptly notify all other Parties that it is withdrawing the inapplicable designation.

24 B. Manner and Timing of Designations

25 1. Except as otherwise provided in this Order (*see, e.g.*, Section B(2)(b))

below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

2. Designation in conformity with this Order requires the following:

a. For information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

b. A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

c. For testimony given in depositions, that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony whenever possible, but a party may designate portions of depositions as containing Protected Material after transcription of the proceedings. A party will have until 30 days after receipt of the deposition transcript to inform the other

1 party or parties to the action of the portions of the transcript to be designated
2 “CONFIDENTIAL”.

3 d. For information produced in form other than document and for
4 any other tangible items, that the Producing Party affix in a prominent place on the exterior
5 of the container or containers in which the information is stored the legend
6 “CONFIDENTIAL.” If only a portion or portions of the information warrants protection,
7 the Producing Party, to the extent practicable, shall identify the protected portion(s).

8 C. Inadvertent Failure to Designate

9 1. If timely corrected, an inadvertent failure to designate qualified
10 information or items does not, standing alone, waive the Designating Party’s right to secure
11 protection under this Order for such material. Upon timely correction of a designation, the
12 Receiving Party must make reasonable efforts to assure that the material is treated in
13 accordance with the provisions of this Order.

14 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

15 A. Timing of Challenges

16 1. Any party or Non-Party may challenge a designation of confidentiality
17 at any time that is consistent with the Court’s Scheduling Order.

18 B. Meet and Confer

19 1. The Challenging Party shall initiate the dispute resolution process
20 under Local Rule 37.1 et seq. Any discovery motion must strictly comply with the
21 procedures set forth in Local Rules 37-1, 37-2, and 37-3.

22 C. The burden of persuasion in any such challenge proceeding shall be on the
23 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to
24 harass or impose unnecessary expenses and burdens on other parties) may expose the
25 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the
confidentiality designation, all parties shall continue to afford the material in question the
level of protection to which it is entitled under the Producing Party’s designation until the

1 Court rules on the challenge.

2 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

3 A. Basic Principles

4 1. A Receiving Party may use Protected Material that is disclosed or
5 produced by another Party or by a Non-Party in connection with this Action only for
6 prosecuting, defending, or attempting to settle this Action. Such Protected Material may
7 be disclosed only to the categories of persons and under the conditions described in this
8 Order. When the Action has been terminated, a Receiving Party must comply with the
9 provisions of Section XIV below.

10 2. Protected Material must be stored and maintained by a Receiving Party
11 at a location and in a secure manner that ensures that access is limited to the persons
12 authorized under this Order.

13 B. Disclosure of “CONFIDENTIAL” Information or Items

14 1. Unless otherwise ordered by the Court or permitted in writing by the
15 Designating Party, a Receiving Party may disclose any information or item designated
16 “CONFIDENTIAL” only to:

17 a. The Receiving Party’s Outside Counsel of Record in this Action,
18 as well as employees of said Outside Counsel of Record to whom it is reasonably necessary
19 to disclose the information for this Action;

20 b. The officers, directors, and employees (including House
21 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this
22 Action;

23 c. Experts (as defined in this Order) of the Receiving Party to whom
24 disclosure is reasonably necessary for this Action and who have signed the
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

d. The Court and its personnel;

e. Court reporters and their staff;

1 f. Professional jury or trial consultants, mock jurors, and
2 Professional Vendors to whom disclosure is reasonably necessary for this Action and who
3 have signed the “Acknowledgment and Agreement to be Bound” attached as Exhibit A
4 hereto;

5 g. The author or recipient of a document containing the information
6 or a custodian or other person who otherwise possessed or knew the information;

7 h. During their depositions, witnesses, and attorneys for witnesses,
8 in the Action to whom disclosure is reasonably necessary provided: (i) the deposing party
9 requests that the witness sign the “Acknowledgment and Agreement to Be Bound;” and
10 (ii) they will not be permitted to keep any confidential information unless they sign the
11 “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed by the
12 Designating Party or ordered by the Court. Pages of transcribed deposition testimony or
13 exhibits to depositions that reveal Protected Material may be separately bound by the court
14 reporter and may not be disclosed to anyone except as permitted under this Stipulated
15 Protective Order; and

16 i. Any mediator or settlement officer, and their supporting
17 personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

18 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
19 OTHER LITIGATION**

20 A. If a Party is served with a subpoena or a court order issued in other litigation
21 that compels disclosure of any information or items designated in this Action as
22 “CONFIDENTIAL,” that Party must:

23 1. Promptly notify in writing the Designating Party. Such notification
24 shall include a copy of the subpoena or court order;

25 2. Promptly notify in writing the party who caused the subpoena or order
to issue in the other litigation that some or all of the material covered by the subpoena or
order is subject to this Protective Order. Such notification shall include a copy of this

1 Stipulated Protective Order; and

2 3. Cooperate with respect to all reasonable procedures sought to be
3 pursued by the Designating Party whose Protected Material may be affected.

4 B. If the Designating Party timely seeks a protective order, the Party served with
5 the subpoena or court order shall not produce any information designated in this action as
6 “CONFIDENTIAL” before a determination by the Court from which the subpoena or order
7 issued, unless the Party has obtained the Designating Party’s permission or unless
8 otherwise required by the law or court order. The Designating Party shall bear the
9 burden and expense of seeking protection in that court of its confidential material
10 and nothing in these provisions should be construed as authorizing or encouraging a
11 Receiving Party in this Action to disobey a lawful directive from another court.

12 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
13 IN THIS LITIGATION**

14 A. The terms of this Order are applicable to information produced by a Non-Party
15 in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-
16 Parties in connection with this litigation is protected by the remedies and relief provided
17 by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party
18 from seeking additional protections.

19 B. In the event that a Party is required, by a valid discovery request, to produce
20 a Non-Party’s confidential information in its possession, and the Party is subject to an
21 agreement with the Non-Party not to produce the Non-Party’s confidential information,
22 then the Party shall:

23 1. Promptly notify in writing the Requesting Party and the Non-Party that
24 some or all of the information requested is subject to a confidentiality agreement with a
25 Non-Party;

2. Promptly provide the Non-Party with a copy of the Stipulated
Protective Order in this Action, the relevant discovery request(s), and a reasonably specific

1 description of the information requested; and

2 3. Make the information requested available for inspection by the Non-
3 Party, if requested.

4 C. If the Non-Party fails to seek a protective order from this court within 14 days
5 of receiving the notice and accompanying information, the Receiving Party may produce
6 the Non-Party's confidential information responsive to the discovery request. If the Non-
7 Party timely seeks a protective order, the Receiving Party shall not produce any
8 information in its possession or control that is subject to the confidentiality agreement with
9 the Non-Party before a determination by the court unless otherwise required by the law
10 or court order. Absent a court order to the contrary, the Non-Party shall bear the burden
and expense of seeking protection in this court of its Protected Material.

11 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

12 A. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
13 Protected Material to any person or in any circumstance not authorized under this
14 Stipulated Protective Order, the Receiving Party must immediately (1) notify in writing the
15 Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve all
16 unauthorized copies of the Protected Material, (3) inform the person or persons to whom
17 unauthorized disclosures were made of all the terms of this Order, and (4) request such
18 person or persons to execute the "Acknowledgment and Agreement to be Bound" that is
attached hereto as Exhibit A.

19 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
20 **PROTECTED MATERIAL**

21 A. When a Producing Party gives notice to Receiving Parties that certain
22 inadvertently produced material is subject to a claim of privilege or other protection, the
23 obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure
24 26(b)(5)(B). This provision is not intended to modify whatever procedure may be
25 established in an e-discovery order that provides for production without prior privilege

1 review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach
2 an agreement on the effect of disclosure of a communication or information covered by the
3 attorney-client privilege or work product protection, the parties may incorporate their
4 agreement in the Stipulated Protective Order submitted to the Court.

5 **XIII. MISCELLANEOUS**

6 A. Right to Further Relief

7 1. Nothing in this Order abridges the right of any person to seek its
8 modification by the Court in the future.

9 B. Right to Assert Other Objections

10 1. By stipulating to the entry of this Protective Order, no Party waives any
11 right it otherwise would have to object to disclosing or producing any information or item
12 on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives
13 any right to object on any ground to use in evidence of any of the material covered by this
14 Protective Order.

15 C. Filing Protected Material

16 1. A Party that seeks to file under seal any Protected Material must comply
17 with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a
18 court order authorizing the sealing of the specific Protected Material at issue. If a Party's
19 request to file Protected Material under seal is denied by the Court, then the Receiving
20 Party may file the information in the public record unless otherwise instructed by the Court.

21 **XIV. FINAL DISPOSITION**

22 A. After the final disposition of this Action, as defined in Section V, within sixty
23 (60) days of a written request by the Designating Party, each Receiving Party must return
24 all Protected Material to the Producing Party or destroy such material. As used in this
25 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
summaries, and any other format reproducing or capturing any of the Protected Material.
Whether the Protected Material is returned or destroyed, the Receiving Party must submit

1 a written certification to the Producing Party (and, if not the same person or entity, to the
2 Designating Party) by the 60 day deadline that (1) identifies (by category, where
3 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that
4 the Receiving Party has not retained any copies, abstracts, compilations, summaries or any
5 other format reproducing or capturing any of the Protected Material. Notwithstanding this
6 provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers,
7 trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and
8 trial exhibits, expert reports, attorney work product, and consultant and expert work
9 product, even if such materials contain Protected Material. Any such archival copies that
10 contain or constitute Protected Material remain subject to this Protective Order as set forth
11 in Section V.

12 B. Any violation of this Order may be punished by any and all appropriate
13 measures including, without limitation, contempt proceedings and/or monetary sanctions.

14 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

15 JOSEPH, COHEN & DEL VECCHIO, PC

16 Dated: July 14, 2025

17 /s/ Kristina A. Del Vecchio

18 KRISTINA A. DEL VECCHIO

19 JONATHAN M. COHEN

20 *Attorneys for Defendant*

21 SCHOOLSFIRST FEDERAL CREDIT
22 UNION

23 *Counsel signatures continued, next page*

LOKER LAW, APC

Dated: July 14, 2025

/s/ Matthew M. Loker

MATTHEW M. LOKER
MIKAYLA REGIER
Attorneys for Plaintiff
MICHAEL ZARATE

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED AS MODIFIED.

Dated: July 14, 2025

/s/

HON. JACQUELINE CHOOLJIAN
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____, declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issue by the United States District Court for the Central District of California on July 14, 2025, in the case of *Michael Zarate v. SchoolsFirst Federal Credit Union, et al.*, Case No. 2:25-cv-00379-FLA-JC. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____

SIGNATURE CERTIFICATION

Pursuant to Local Rule 5-4.3.4(a)(2)(i) I, Kristina A. Del Vecchio, the filing attorney, attest that the other signatories on whose behalf this filing is submitted concur in the filing's content and have authorized the filing.

JOSEPH, COHEN & DEL VECCHIO, PC

Dated: Dated: July 14, 2025

/s/ Kristina A. Del Vecchio

KRISTINA A. DEL VECCHIO

Attorneys for Defendant

SCHOOLSFIRST FEDERAL CREDIT
UNION

CERTIFICATE OF SERVICE

I hereby certify that, on July 14, 2025, copies of the foregoing **STIPULATED PROTECTIVE ORDER** was filed electronically and served by U.S. Mail on anyone unable to accept electronic filing. Notice of this filing will be sent by e-mail to all parties by operation of the court's electronic filing system or by facsimile to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the court's CM/ECF System.

/s/ Kristina A. Del Vecchio
KRISTINA A. DEL VECCHIO